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UNITED STATES DISTRICT COURT
NORTHER DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

SEIU UNITED HEALTHCARE WORKERS-
WEST,

Petitioner,

v.

SANTA ROSA COMMUNITY HEALTH
CENTERS,

Respondent.

No.

**PETITION TO COMPEL
ARBITRATION**

Pursuant to section 301 of the Labor Management Relations Act of 1947 (“LMRA”), 29 U.S.C. § 185, and the Federal Arbitration Act (“FAA”), 9 U.S.C. § 4, Petitioner SEIU United Healthcare Workers-West (“Union”) petitions this court to issue an order compelling Respondent Santa Rosa Community Health Centers (“SRCHC”), to submit a dispute involving the interpretation of the parties’ Collective Bargaining Agreement (“CBA”) to arbitration.

I. JURISDICTION

1. Jurisdiction of this Court is proper under section 301(c) of the LMRA, 29 U.S.C. § 185(c), and 28 U.S.C. § 1331 (federal question jurisdiction). This Petition is brought under the terms of the Federal Arbitration Act, 9 U.S.C. §§ 1-307, in that there is a controversy between the parties which they have agreed to settle by arbitration.

2. Venue is proper in this district under 29 U.S.C. § 185 and under 28 U.S.C. § 1391(b) because the events underlining the dispute arose in this district and because the Petitioner does business and represents its members in this district.

II. PARTIES

3. Petitioner SEIU-UHW is a labor organization within the meaning of 29 U.S.C. § 152(5). It does business within this jurisdictional district. It is a labor organization, organized for the purpose of representing its members in their terms and conditions of employment.

4. Respondent SRCHC is an employer within the meaning of the Labor-Management Relations Act of 1947 (29 U.S.C. § 151 et seq.) and employ members of Petitioner.

III. FACTUAL ALLEGATIONS

5. The Union is and at all relevant times has been a party to a valid collective bargaining agreement (“CBA”) with Santa Rosa Community Health Clinic (“SRCHC”). A true and correct copy of the CBA is attached hereto as **EXHIBIT A**. The CBA covers all SRCHC employees “excluding managers, supervisors, and physicians.” (Exhibit A, § 2.) The CBA includes a grievance procedure for the purpose of resolving “complaint[s] regarding the application or interpretation of the Agreement.” (*Id.*, § 38.) This procedure culminates in final and binding arbitration before an impartial arbitrator. (*Id.*, § 38.4.)

1 6. While employed at SRCHC, Elizabeth Lencioni (“Lencioni”) was a member of the
2 SEIU-UHW bargaining unit and protected under the CBA, including its grievance provisions.

3 7. On February 8, 2019, citing Section 18 of the CBA, the Union filed a grievance
4 asserting that SRCHC terminated Lencioni’s employment without just cause. True and correct
5 copies of this grievance as well as the Union’s contemporaneous communications with SRCHC
6 regarding the grievance are attached hereto as **EXHIBIT B**.

7 8. On March 1, 2019, SRCHC denied the grievance. On March 5, 2019, consistent
8 with the provisions of Section 38 of the CBA, the Union advanced the grievance to Step 2 of the
9 grievance process. The communication between the Union and SRCHC wherein the Union
10 timely moves Lencioni’s grievance to Step 2 is attached hereto as **EXHIBIT C**.

11 9. On March 25, 2019, the parties and Lencioni met for an “Adjustment Board”
12 meeting, as called for under Section 38.2 of the CBA. SRCHC again denied the grievance. A
13 true and correct copy of the communications between the Union and SRCHC regarding this
14 Adjustment Board meeting are attached hereto as **EXHIBIT D**.

15 10. On April 2, 2019, consistent with the timeline set out in Section 38 of the CBA,
16 the Union timely moved Lencioni’s grievance to Step 3 of the process (mediation). A true and
17 correct copy of this communication is attached hereto as **EXHIBIT E**.

18 11. After some delay in scheduling a mediator through the Federal Mediation and
19 Conciliation Service (“FMCS”), the parties met for a mediation session on June 3, 2019. True
20 and correct copies of the communications between the Union, SRCHC, and FMCS regarding the
21 mediation are attached hereto as **EXHIBIT F**.

22 12. Both during the mediation session and throughout the month of June 2019, the
23 Union, acting on Lencioni’s behalf, and SRCHC exchanged various settlement offers, with FMCS
24 continuing to act as a mediator at various points.

25 13. On June 21, 2019, SRCHC made a formal settlement proposal to the Union.

26 14. On July 3, 2019, SEIU-UHW Coordinator Mark Hall sent a response to SRCHC’s
27 offer of June 21, 2019 via email, requesting to meet with SRCHC Human Resources manager
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1 Rena Crabtree “to discuss the proposal regarding [Lencioni’s] termination.” A true and correct
2 copy of this email is attached hereto as **EXHIBIT G**.

3 15. On July 8, 2019, Crabtree informed Hall that because, in the view of SRCHC, the
4 June 21, 2019 offer constituted a “Step 3 mediation that did not resolve the grievance,” the Union
5 thereafter only had 10 days to advance the case to Step 4 of the grievance process (arbitration)
6 under Section 38.4 of the CBA. Thus, according to SRCHC, Lencioni’s case was closed. A true
7 and correct copy of this communication is attached hereto as **EXHIBIT H**.

8 16. On July 12, 2019, Hall and Lencioni met with Crabtree, but the parties could not
9 reach a mutually acceptable resolution. Communications referencing this meeting are attached
10 hereto as **EXHIBIT I**.

11 17. The Union sent further settlement offers to SRCHC in the month of July 2019, but
12 SRCHC merely maintained its position that the case was “closed.”

13 18. On November 5, 2019, Lencioni filed a lawsuit in federal court naming SRCHC
14 and SEIU-UHW as defendants. *Lencioni v. SEIU, et al.*, Case No. 19-cv-07272 (N.D. Cal. Nov.
15 5, 2019), Dkt No. 1. Among various other causes of action against SEIU-UHW and SRCHC, the
16 complaint included a “hybrid” Section 301 claim asserting that the Union breached its duty of fair
17 representation in the processing of her grievance and SRCHC violated the CBA by unjustly
18 terminating her employment. *Id.* On February 26, 2020, Lencioni amended her lawsuit to
19 eliminate all causes of action against the Union aside from the duty of fair representation claim.
20 *Id.*, Dkt. No. 34. SEIU-UHW filed an Answer on March 11, 2020. *Id.*, Dkt. No. 37. The matter
21 is set for jury trial before Judge James Donato on November 7, 2022. *Id.*, Dkt. No. 55.

22 19. On December 5, 2019, Hall made a timely, formal demand by letter to arbitrate
23 Lencioni’s grievance, or, in the alternative, to arbitrate the procedural issues involving timeliness
24 raised by SRCHC. This demand is attached hereto as **EXHIBIT J**.

25 20. On December 12, 2019, SRCHC sent a response letter to Hall’s letter of December
26 5, 2019 which, among other things, requested legal support for the Union’s arbitration demand.
27 A copy of this December 12 letter is attached hereto as **EXHIBIT K**.

1 21. On January 21, 2020, counsel for the Union sent a letter to SRCHC providing the
2 requested support and reiterating that SRCHC must arbitrate the merits of Lencioni's grievance,
3 or at least submit the timeliness dispute to arbitration. A true and correct copy of this letter is
4 attached hereto as **EXHIBIT L**.

5 22. The Union has not received any response to its letter of January 21, 2020, despite
6 sending a letter and multiple emails to SRCHC counsel regarding the issue. Such
7 communications are attached hereto as **EXHIBIT M**.


8 **WHEREFORE**, Petitioner prays relief as follows:

- 9 1. An order issue requiring Respondent to submit the outstanding dispute to the
10 grievance and arbitration procedures set forth in the Collective Bargaining Agreement and to
11 otherwise comply with the grievance and arbitration procedures contained in the Agreement;
- 12 2. For an award of reasonable attorneys' fees incurred;
- 13 3. For costs of suit; and
- 14 4. For such other and further relief as the Court may deem just and proper.

15 Dated: June 3, 2022

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18 By:



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